



08-17-2001



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Form PTO-1595 (Rev. 03/01)

RECOR

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 WESTERN DIGITAL TECHNOLOGIES, INC.  
 7-30-01  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: GENERAL ELECTRIC CAPITAL CORPORATION  
 Internal Address: Attn: Robert S. Yabuda  
 Street Address: 350 S. Beverly Drive Suite 200  
 City: Beverly Hills State: CA Zip: 90212  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: Third Amednment to Patent, Trademark and Copyright Security Agreement  
 Execution Date: July 2, 2001

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the application is:  
 A. Patent Application No.(s)  
 B. Patent No.(s) 09/775,161 09/032,220  
 09/796,837 09/797,446  
 09/796,920 09/796,838  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Murphy Sheneman Julian & Rogers  
 Internal Address: Attn: Bryan Snyder  
 Legal Assistant  
 Street Address: 2049 Century Park East  
 Suite 2100  
 City: Los Angeles State: CA Zip: 90067

6. Total number of applications and patents involved: 83  
 7. Total fee (37 CFR 3.41).....\$ 1,320.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
 Bryan Snyder  
 Name of Person Signing  
 Signature  
 July 20, 2001  
 Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

08/16/2001 DBYRNE 00000245 09775141 01 FC:581 1320.00 OP

# PTO EXHIBIT

## WDT ISSUED AND PENDING PATENTS

K35:	Patent #	Serial #:	Filing	Issue	SBU	Assignee	No.
	A0790	09/775,161	1/31/2001				1
	A0714	09/796,837	2/28/2001				2
	A0775	09/796,920	2/28/2001				3
	A0812	09/032,220	2/28/2001				4
	A0836	09/797,446	2/28/2001				5
	A0837	09/796,838	2/28/2001				6
	A0512	09/797,547	2/28/2001				7
	A0481	09/796,933	2/28/2001				8
	A0456	09/796,919	2/28/2001				9
	A0851	09/823,740	3/30/2001				10
	A0715	09/823,738	3/30/2001				11
	A0484	09/823,727	3/30/2001				12
	A0480	09/823,519	3/30/2001				13
	A0432	09/823,737	3/30/2001				14
	A0838	09/823,743	3/30/2001				15
	A0730	09/846,043	4/30/2001				16
	A0459	09/846,054	4/30/2001				17
	A0862	09/138,805	4/30/2001				18
	A0901	09/846,805	4/30/2001				19
	A0900	09/846,075	4/30/2001				20
	A0895	09/846,076	4/30/2001				21
	A0878	09/846,078	4/30/2001				22
	A0811	09/846,749	4/30/2001				23
	A0828	09/846,843	4/30/2001				24
	A0816	09/846,077	4/30/2001				25
	A0813	09/846,056	4/30/2001				26
	A0876	09/866,364	5/24/2001				27
	A0857	09/866,204	5/25/2001				28
	A0892	09/866,203	5/25/2001				29
	A0850	09/872,193	5/31/2001				30
	A0805	09/871,852	5/31/2001				31
	A0896	09/872,237	5/31/2001				32
	A0922	09/872,236	5/31/2001				33

June 26, 2001

**THIRD AMENDMENT TO PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Third Amendment") is made as of July 2, 2001, by and between WESTERN DIGITAL TECHNOLOGIES, INC., a Delaware corporation formerly known as Western Digital Corporation ("Borrower") (Borrower and any other party who becomes a grantor hereunder are collectively referred to as "Grantors" and each individually as a "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, as administrative agent (in such capacity, "Administrative Agent" or "Agent") for the lenders ("Lenders") from time to time parties to the Credit Agreement (as defined below).

**RECITALS**

A. Agent, Bank of America, N.A., as documentation agent for Lenders ("Documentation Agent"; Administrative Agent and Documentation Agent are collectively referred to as "Co-Agents" and each, a "Co-Agent"), Lenders, Grantors and the other credit parties thereto are parties to that certain Credit Agreement dated as of September 20, 2000 (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Co-Agents and Lenders agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantors.

B. Grantors and Agent are also parties to that certain Patent, Trademark and Copyright Security Agreement dated as of September 20, 2000, as amended by that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of December 1, 2000, and Second Amendment to Patent, Trademark and Copyright Security Agreement dated as of March 8, 2001 (as the same may from time to time be further amended, modified or supplemented, collectively, the "IP Security Agreement"), pursuant to which, among other things, each Grantor granted to Agent, for the benefit of Co-Agents and Lenders, a security interest in its intellectual property to secure its obligations to Co-Agents and Lenders under the Credit Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the IP Security Agreement.

C. Grantors and Agent are entering into this Third Amendment in order to reaffirm and continue in effect the Liens granted by Grantors under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Third Amendment.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Supplement to IP Security Agreement. Schedule I to the IP Security Agreement is hereby supplemented by Supplement I attached hereto and made a part hereof.
2. Acknowledgment and Confirmation of Security Interest. Each Grantor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Agent, for the benefit of Co-Agents

and Lenders, a continuing, first priority security interest in all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This Third Amendment shall become effective as of the date hereof when Agent has received executed counterparts of this Third Amendment.

4. Representations and Warranties. Each Grantor hereby represents and warrants to Agent as follows: (a) the representations and warranties contained in Section 4 of the Security Agreement were true and correct in all material respects when made and, after giving effect to this Third Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this Third Amendment, the IP Security Agreement (as amended hereby), the Credit Agreement and the other Loan Documents constitute the legal, valid and binding obligations of such Grantor, enforceable against such Grantor in accordance with their respective terms.

5. Ratification. Except as specifically modified by this Third Amendment, the parties hereto acknowledge that the IP Security Agreement shall remain binding upon each Grantor and Agent, and all provisions of the IP Security Agreement shall remain in full force and effect. Each Grantor expressly ratifies and affirms its obligations to Co-Agents and Lenders under the IP Security Agreement, the Credit Agreement and the other Loan Documents.

6. Miscellaneous.

6.1 Complete Agreement. This Third Amendment, together with the IP Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Third Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the IP Security Agreement shall remain in full force and effect.

6.2 Recitals. The recitals to this Third Amendment shall constitute a part of the agreement of the parties hereto.

6.3 Counterparts. This Third Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

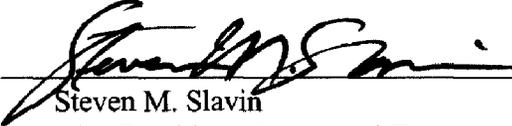
6.4 Governing Law. THIS THIRD AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

6.5 No Novation. Except as specifically set forth in this Third Amendment, the execution, delivery and effectiveness of this Third Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Agent or any Lender under the Credit Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Credit Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantor"

WESTERN DIGITAL TECHNOLOGIES, INC.

By:   
Steven M. Slavin  
Vice President, Taxes and Treasurer

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Robert S. Yasuda  
Duly Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

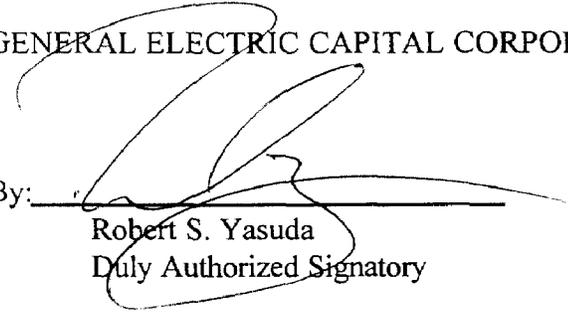
"Grantor"

WESTERN DIGITAL TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Steven M. Slavin  
Vice President, Taxes and Treasurer

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
  
Robert S. Yasuda  
Duly Authorized Signatory

SUPPLEMENT I  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

(SEE ATTACHED)

THIRD AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

SUPPLEMENT I  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART B)

TRADEMARKS

(NONE)

THIRD AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

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PATENT  
REEL: 012068 FRAME: 0294

SUPPLEMENT I  
to  
SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

(PART C)

COPYRIGHTS

(NONE)

THIRD AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT

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RECORDED: 07/30/2001

PATENT  
REEL: 012068 FRAME: 0295